IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.689 OF 2005

Arpan Leasing co. Ltd. Plaintiff

versus

Farhang Boman Khavar & anothers Defendant

Ms.S.r.Ghadi i/by M/s.S.Ashwini Kumar & Co. for plaintiff.
Mr.H.S.Rajeshirka for defendant no.1.

CORAM : S.C.DHARMADHIKARI, J.
DATE : 20th June 2006

PC :

1. Minutes of Decree on Admission between plaintiff and defendant no.1 taken on record and marked "X" for identification.

2. The claim of the plaintiff has been admitted by first defendant and he submits to a decree as prayed. However, it is further agreed that upon payment of Rs.9.00 lakh in accordance with clause no.2 of the Minutes, the Decree would be marked satisfied.

3. In the event of defendant no.1 committing default in payment of Rs.8.00 lakh (balance sum),

the plaintiff is at liberty to execute the decree. It is agreed that the Court Receiver appointed in execution to continue till 31st July 2006. However, it is agreed that the Court Receiver shall not take physical possession of the immovable property of which he has been appointed and first defendant shall continue to remain in possession thereof. However, it is further agreed that first defendant shall not alienate, encumber or create third party rights in any manner in respect of the properties and more particularly those described at Exhibit-A to the minutes tendered just now.

4. The minutes are taken on record and marked "X". Order in terms of minutes with the clarification made as above.

5. At the request of learned advocate appearing for the plaintiff, suit against second defendant stands dismissed for want of prosecution. The refund of court fee will be granted as per rules. Notice of Motion No.l763 of 2006 taken out in the execution application is disposed of in the light of minutes. Notice of Motion No.1669 of 2006 also does not survive and is disposed of.

(S.C.DHARMADHIKARI, J.)